

**BEFORE THE TENNESSEE STATE BOARD OF EDUCATION**

**2012 CHARTER SCHOOL APPEAL  
Knoxville Charter Academy**

**FINDINGS AND RECOMMENDATION**

Pursuant to Tenn. Code Ann. § 49-13-110(b), a governing body petitioning to amend its charter agreement may appeal the denial of its proposed amendment by a local board of education to the State Board of Education (State Board).

On Monday, July 23, 2012, a hearing was held at the Knox County Board of Education (Knox County) in Knoxville, Tennessee, to consider Knoxville Charter Academy's (KCA) appeal of the denial to amend the charter agreement by Knox County.

Based on the following procedural history and findings of fact, I believe that the decision to deny Knoxville Charter Academy's proposed amendment was not "contrary to the best interests of the pupils, the school district, and the community," and therefore recommend that the State Board affirm the decision of the Knox County Board of Education.

**PROCEDURAL HISTORY**

1. On December 1, 2010, the Knox County Board of Education approved Knoxville Charter Academy's initial application, entering into a binding charter agreement to establish the Knoxville Charter Academy.
2. Knoxville Charter Academy requested an amendment to the charter agreement on April 1, 2012.
3. On May 2, 2012, Knox County voted to deny Knoxville Charter Academy's petition to amend the charter agreement.

4. Knoxville Charter Academy appealed the denial to the Knox County Board of Education on May 23, 2012 and Knox County voted again to deny the amendment on June 6, 2012.

5. Knoxville Charter Academy then appealed the denial by email to the State Board of Education, received June 14, 2012.

### **FINDINGS OF FACT**

1. Knoxville Charter Academy and the Knox County Board of Education entered into a charter agreement on December 1, 2010 with the intent to open KCA to students for the 2011-12 school year.

2. The charter agreement expires on August 30, 2012 if KCA has not admitted students and commenced operations by that date. This acted as a built-in extension, allowing KCA to open in the 2012-13 year if it was not ready for 2011-12.

3. The charter agreement required KCA to identify a location for the school by April 1 the year of the opening of the charter school. The agreement grants Knox County the right to approve or reject proposals for school site locations.

4. No school site locations were proposed until February 27, 2012, when KCA proposed the Bridgewater building to Knox County for review and approval. Knox County voted to deny the proposed building on March 7, 2012, citing issues with location and transportation in relation to the student population KCA agreed to serve. There have been no other site proposals.

5. On April 1, 2012 (the deadline for finding a location), KCA sent a letter to Knox County requesting an amendment to the charter agreement, allowing them to identify an approved building by October 7, 2012 and opening for operations in the 2013-14 school year.

6. Knox County voted to deny the petition to amend the charter agreement on May 2, 2012, pointing out that KCA had not identified a site, found a principal, met with the community, recruited staff, or identified and recruited students. KCA presented no evidence that progress had been made in these areas.

7. On May 23, 2012, KCA appealed to Knox County but the board voted again not to extend the deadline.

### **CONCLUSION**

State law requires the State Board of Education to review the decision of the local board of education and determine whether the denial of the proposed amendment to the charter agreement was “contrary to the best interest of the students, school district, and the community.”<sup>1</sup> Approval of a public charter school must be “in the form of a written agreement signed by the sponsor and the chartering authority, which shall be binding upon the governing body of the public charter school.”<sup>2</sup> The governing body may petition the chartering authority to amend the charter agreement.<sup>3</sup> Because of the importance of the agreement, the authorizer must be able to confidently rely, as with any contract, on the school’s adherence to the contract’s terms. That is not to say that any proposed amendment should be denied; however, a pattern of inability to meet the obligations in the agreement can understandably leave a school board in an

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<sup>1</sup> T.C.A. § 49-13-108(a)(3).

<sup>2</sup> T.C.A. § 49-13-110(a).

<sup>3</sup> T.C.A. § 49-13-110(b).

uncomfortable position of uncertainty and they cannot reasonably be expected to amend the contract to perpetuate that conduct.

I have no doubt that Knoxville Charter Academy organizers have the passion and desire to open a successful charter school. However, after hearing the evidence presented by Knox County, it appears that KCA has exhibited incapacity to carry out the terms of the charter agreement. I sympathize with the great difficulty confronting charter schools in obtaining a location site. As KCA's board presidents stated in a letter<sup>4</sup> to Knox County, the struggle in finding a suitable location is a critical problem that is not unique to KCA; it is a difficulty faced by many charter schools across the nation. However, it is a challenge that any charter school governing board should be well aware of, as KCA clearly was, and strategies to overcome that obstacle should be thoroughly planned.

KCA did not present a proposed location for consideration until fifteen months after the initial application approval, submitting the proposal barely more than a month before the April 1 deadline. That proposal was denied, which is the chartering authority's prerogative under the charter agreement, and no other locations were proposed during the sixteen month period between the date of the agreement (December 1, 2012) and the date KCA was required to find a location (April 1, 2012). The majority of the progress made by KCA was not made until the final six months before the deadline and the flurry of activity just before the deadline shows a model of work that is not in the best interests of the students, the school district, and the community.

KCA promises that they have taken steps to obtain a location by October 7, 2012, but it is unclear that KCA has the capacity to meet this commitment. A local school board cannot be expected to wait indefinitely, irresolute of the charter school's speculative capability to open. Though largely independent of the local school boards, charter schools have a large impact on a

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<sup>4</sup> Exhibit No. 5.

school district's operations and ultimately affect many students in the county. Knox County must be able to rely on charter agreements. Understandably, Knox County is wary that extending deadlines for a governing body that has demonstrated a pattern of inability to meet deadlines is problematic. Knox County already included an extension in the contract, allowing KCA to open in 2012 instead of 2011 as was intended when the initial application was approved, and they likely feel less than certain that an extension to October 7 will bring different results. Allowing yet another extension may encourage behavior, not only from KCA but future charter applicants as well, that Knox County justifiably wishes to discourage.

For these reasons, I do not believe that the decision to deny Knoxville Charter Academy's petition to amend its charter agreement was contrary to the best interests of the students, the school district, and the community. Therefore, I recommend that the State Board of Education affirm the decision of the Knox County Board of Education.

  
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Dr. Gary L. Nixon, Executive Director  
State Board of Education

2-26-2012  
Date